

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 12	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 12-Oct-2001		4. REQUISITION/PURCHASE REQ. NO. W26GLG-1250-8095		5. PROJECT NO.(If applicable)	
6. ISSUED BY CONTRACTING OFFICE (CA/CW) US ARMY ENGR DIST NORFOLK ATTN: CENAO-CT 803 FRONT STREET NORFOLK VA 23510-1096		CODE DACA65		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACA65-02-R-0001	
				X		9B. DATED (SEE ITEM 11) 12-Oct-2001	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u> 1 </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Changes Specifications section 01005 is replaced with the following revised section 01005 POC Susan Hurst 757-441-7747 757-441-7183 fax susan.i.hurst@asace.army.mil							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY _____		12-Oct-2001	
				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Changes in Section SF 30

SPECIFICATIONS

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 01005 – PROJECT WORK REQUIREMENTS AND RESTRICTIONS

ADDED Paragraph 1.17.3 Construction Duration for Individual Buildings.

IMPROVE HISTORICAL HOUSING, PHASE 2, LANGLEY AFB MUHJ02-0203

SECTION 01005

PROJECT WORK REQUIREMENTS AND RESTRICTIONS

07/00

PART 1 GENERAL

1.1 DEFINITIONS

a. Facility: The facility is Langley Air Force Base, Virginia.

b. CO: Contracting Officer or his authorized representative.

1.2 COOPERATION WITH USING AGENCY AND OTHER CONTRACTORS

During the period of this contract, other contracts may be in force for the construction of other features of work on or adjacent to the site of work being accomplished under this contract. It shall be the responsibility of the Contractor on this contract to be fully informed of the extent of the limits of work to be performed by other Contractors. Should there be any conflict between these limits, it shall be brought to the attention of the Contracting Officer and the CO's decision shall be final. Also, prior to completion of work under this contract, members of the Using Agency may be performing work or occupying facilities on or adjacent to the area. The Contractor shall arrange his plant and shall schedule and perform this work so as to effectively cooperate with all other Contractors and Government agencies.

1.3 PERSONNEL RESTRICTIONS

Personnel are limited to the immediate site areas and shall not enter buildings or facilities not involved in the work. All employees of the Contractor will be subject to all rules and regulations of the Facility which pertain to personnel. The Contractor shall erect fences and signs as specified and be responsible for the restrictions of all personnel. The Contractor's plans for restricting personnel access to the project site shall be submitted for approval as a part of the Safety Plan (Accident Prevention Plan).

1.4 TRANSPORTATION FACILITIES

The Facility is served by an all weather surfaced road network. Road(s) within the Facility proposed to be used by the Contractor shall be subject to prior approval of the Facility authorities and such roads, if used, shall be maintained throughout construction and shall be restored to as good condition as existed prior to their use. Any such temporary construction shall be removed and the affected area restored to its original condition. All costs for the use of existing transportation facilities, for the construction of temporary facilities, and for maintenance, repair, removal and restoration shall be borne by the Contractor.

1.4.1 Use of Roads

The Contractor shall keep all roads clear of all obstructions and free of mud and other foreign materials resulting from operations. The Contractor's vehicles shall at no time follow a vehicle closer than 50 feet, and all vehicles shall pull off the road and come to a complete stop when meeting emergency vehicles and vehicles with flashing lights. Facility SECTION 01005 Page 1. IMPROVE HISTORICAL HOUSING, PHASE 2, LANGLEY AFB MUHJ02-0203

speed limits and traffic controls will be observed.

1.4.2 Road Restrictions

The movement of all vehicles within the Facility shall be confined to the roads designated and shall comply with traffic regulations within the Facility. Other roads may be used only with the approval of the CO.

1.4.2.1 Cleated Vehicles

Cleated vehicles shall not be moved over surfaced roads except at the immediate site of the area where they are to be used.

1.5 COORDINATION IN WORK AREAS

1.5.1 Unoccupied Work Area

The buildings in which the Contractor is scheduled to perform the work will not be occupied during the work. However, the Contractor's work activities may affect other area(s) that are occupied. All work shall be in accordance with the Contractor's work plan.

1.5.2 Maintenance of Utilities

Any active utilities, including but not limited to electricity, gas, water, sewer, heating, air conditioning, or any like service, that will require interruption or replacement in any occupied area affected as a result of the Contractor's scheduled work activities, shall be temporarily provided by the Contractor at his own expense until the affected service is fully and permanently restored. All temporary method(s) of service replacement the Contractor proposes for use on this contract shall be approved by the Contracting Officer prior to commencing the work.

1.5.3 Hours of Work

The normal work hours for construction shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday of each week. Any request to change these hours shall be made in writing to the Contracting Officer at least two calendar days prior to the desired day on which the change is to go into effect. The changed hours shall not go into effect until written permission has been received from the Contracting Officer.

1.5.4 Digging Permits

Contractor is responsible for obtaining all digging permits, including associated locating and marking services, in accordance with installation and local requirements, at no additional cost to the Government.

1.6 INTERRUPTIONS OF UTILITIES

1.6.1 Approval

Utility services shall not be interrupted by the Contractor to relocate, make connections, or interrupt for any purpose, without written approval of the Contracting Officer.

1.6.2 Request

Request for permission to shut down services shall be submitted in writing
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to the Contracting Officer not less than 10 calendar days prior to date of proposed interruption. The request shall give the following information:

- a. Nature of Utility (Gas, L.P. or H.P., Water, Elec.)
- b. Size of line and location of shutoff.
- c. Buildings and services affected.
- d. Hours and date of shutoff.
- e. Estimated length of time service will be interrupted.

1.6.3 Service Interruptions

Services shall not be shut off until receipt of approval of the proposed hours and date from the Contracting Officer.

1.6.4 Timely Disconnections

Shutoffs which will cause interruption of Government work operations as determined by the Contracting Officer shall be accomplished during regular non-work hours or non-work days of the Using Agency without any additional cost to the Government.

1.6.5 Utilities Operation

Operation of valves on water mains will be by Government personnel. Where shutoff of water lines interrupts service to fire hydrants or fire sprinkler systems, the Post Fire Department shall be notified by the

Contractor in writing 72 hours prior to the proposed interruption. The Contractor shall arrange his operations and have sufficient material and personnel available to complete the work without undue delay and shall restore service without delay in event of emergency.

1.6.6 Gas

Flow in gas mains which have been shut off shall not be restored until the Government inspector has determined that all items serviced by the gas line have been shut off.

1.7 PHYSICAL DATA

The physical conditions indicated on the drawings and in the specifications are the result of soils investigations. See Section 01055 SOIL BORING DATA for boring logs and data.

1.8 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

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b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

1.8.1 Schedule

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

WORK DAYS BASED ON (5) DAY WORK WEEK

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

Langley AFB 9 9 9 6 7 6 7 7 5 6 7 9

1.8.2 Records

Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

1.8.3 Impacted Days

The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the schedule of monthly anticipated adverse weather delays, above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clauses entitled "Default (Fixed Price Construction)".

1.9 SITE CONTAMINATION

This site is designated a Category I site and is defined as a site that is located in a traditional non-hazardous location, such as in an administrative, recreation, or housing area and that the Government has no reason to suspect contamination.

1.9.1 Compliance Requirements

The Contractor shall comply with applicable Federal, state and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with any hazardous material, substance or waste.

1.9.2 Requirements

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The requirements of this clause and any act or failure to act by the Government shall not relieve the Contractor of any responsibility or liability for the safety of Government, Contractor or subcontractor personnel or property.

1.9.3 Contamination

In the event that contamination beyond that shown or specified is encountered, the Contracting Officer shall be advised immediately. The contamination shall be removed as directed and replaced with satisfactory material. Payment therefor will be made in conformance with the CHANGES clause of the CONTRACT CLAUSES.

1.10 HISTORICAL AND ARCHAEOLOGICAL FINDS

Federal legislation provides for the protection, preservation, and collection of scientific, prehistorical, historical, and archaeological data, including relics and specimens which might otherwise be lost due to alteration of the terrain or building features as a result of any Federal construction project. Should the Contractor, or any of the Contractor's employees, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible scientific, prehistorical, historical, or archaeological data, the Contractor shall immediately cease work at that location and notify the Contracting Officer, giving the location and nature of the findings. The Contractor shall forward written confirmation to the Contracting Officer as directed. The Contractor shall exercise care so as not to disturb or damage artifacts or fossils uncovered during excavation operations, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition. Any person who, without permission, injures, destroys, excavates, appropriates, or removes any historical or prehistorical artifact, object of antiquity, or archaeological resource on the public lands of the United States is subject to arrest and penalty of law. Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in the contract in accordance with the applicable clauses of the contract.

1.11 EQUIPMENT-IN-PLACE LIST:

The Contractor shall maintain a list of equipment installed under the terms of the contract. In the event that the contract includes more than one building or facility, a list must be maintained for each and delivered to the Contracting Officer upon acceptance of each building or facility. Forms to be used for this purpose are included in RMS, as described in Section 01312 RESIDENT MANAGEMENT SYSTEM (RMS). The list shall include the following:

- a. Contract number
- b. Description of item
- c. Model number
- d. Serial number

- e. Capacity
- f. Name of manufacturer
- g. Address of manufacturer
- h. Condition of item
- i. Replacement cost
- j. Name of person who checked item

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1.12 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

1.12.1 Allowable Costs

Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

1.12.2 Rental Costs

Equipment rental costs are allowable, subject to the applicable provisions of the Federal Acquisition Regulations, and shall be substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease-purchase or sale-leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

1.12.3 Equipment Costs

When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on the Standard Form 1411, "Contract Pricing Proposal Cover Sheet". By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall certify that the equipment costs or pricing data submitted are accurate, complete and current.

1.12.4 Marine Equipment

In determining the ownership expense for marine equipment as described in the Schedule, the average use per year shall be 8 months.

1.13 SUBCONTRACTS AND WORK COORDINATION

Contract Clauses "SUBCONTRACTS", "PERMITS AND RESPONSIBILITIES", and "MATERIAL AND WORKMANSHIP" are supplemented as follows:

- a. Divisions or sections of specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit work performed by any trade.
- b. Contractor shall be responsible for coordination of the work

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of the trades, subcontractors, and materials.

c. The Government or its representative will not undertake to settle any difference between the Contractor and Contractor's subcontractors, or between subcontractors.

d. The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor who, by reason of previous unsatisfactory work on Corps of Engineers projects, or for any other reason is considered by the Contracting Officer to be incompetent or otherwise objectionable.

1.14 CONSTRUCTION MANPOWER AND EQUIPMENT REPORT

The Contractor shall submit executed CENAO Form 987, Construction Manpower and Equipment Report daily. The report shall include manpower and equipment for the general and subcontractors. Forms are available from the Contracting Officer.

1.15 PURCHASE ORDERS

To ensure proper expediting of orders the Contractor and his subcontractors shall furnish to the Contracting Officer, one copy of each purchase order covering supplies or services required for performance of the work. Each purchase order shall clearly indicate the date of placement, the date delivery is required in order to avoid delay in the scheduled progress of the work, and the date delivery is promised by the supplier or producer. Copies of purchase orders shall be forwarded on the date issued.

1.16 PROFIT

1.16.1 Weighted Guidelines

Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors shall be as follows:

Factor Rate Weight Value

Degree of Risk 20

Relative difficulty of work 15

Size of Job 15

Period of performance 15

Contractor's investment 05

Assistance by Government 05

Subcontracting 25

100

1.16.2 Value

Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totalled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

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1.16.2.1 Degree of Risk

Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

1.16.2.2 Relative Difficulty of Work

It the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

1.16.2.3 Size of Job

All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05.

1.16.2.4 Periods of Performance

Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

1.16.2.5 Contractor's Investment

To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

1.16.2.6 Assistance by Government

To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government owned property, equipment and facilities, and expediting assistance.

1.16.2.7 Subcontracting

To be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

1.17 PROJECT PHASING REQUIREMENTS

1.17.1 General Requirements - General Officer's Quarters

All work on all General Officer's Quarters shall be completed within 912 calendar days after the Contractor receives the Notice To Proceed. The Four Star General Officer's Quarters will be turned over to the Contractor at Notice To Proceed. At any given time during the construction duration
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period the Contractor will have no fewer than two and no more than six General Officer's Quarters under construction. Both units in a duplex building will be turned over to the Contractor at the same time. The Contractor will be given 14 days notification prior to a building becoming vacant and available for construction to commence. The Contractor shall provide the Contracting Officer a written notice seven calendar days prior to the completion of each Building.

1.17.2 General Requirements - Enlisted Quarters

All work on all Enlisted Quarters shall be completed within 730 calendar days after the Contractor receives the Notice To Proceed. At any given time during the construction duration period the Contractor will have no fewer than eight and no more than twelve Enlisted Quarters under construction. Both units in a duplex building will be turned over to the Contractor at the same time.

The Contractor will be given 14 days notification prior to a building becoming vacant and available for construction to commence. The Contractor shall provide the Contracting Officer a written notice seven calendar days prior to the completion of each Building.

1.17.3 Construction Duration for Individual Buildings

All work associated with the Four Star General Officer's Quarters Building

418 and each Single Family General Officer's Quarters Buildings 414 and 549, shall be completed within 240 calendar days after each building is turned over to the Contractor. All work associated with each Single Family General Officer's Quarters Buildings 417, 422, 424, 548 and 557 and each Duplex General Officer's Quarters Building 426, 429, 430 and 431, and each Duplex Enlisted Quarters Building shall be completed within 180 days after each building is turned over to the Contractor.

1.17.4 Unoccupied/Occupied Quarters

Each quarters where work is to be accomplished will not be occupied during the work. However, nearby adjacent quarters where work is not being accomplished will remain occupied. Therefore, the Contractor shall conduct his operations to cause the least possible inconvenience to the residents of the occupied quarters. Activities of the occupants in or near the scheduled work area shall not be interrupted or hampered in any way without prior written approval of the Contracting Officer. The Contractor's operations shall not cause any danger or safety hazard to the residents of the occupied quarters.

The re-roofing of Building 426 may begin prior to the remainder of the renovation of this building. If so, the building will remain occupied while it is re-roofed. The remainder of the renovation work will be turned over to the Contractor at a later time. The building will be unoccupied for the remainder of the renovation work.

1.17.5 Submittals, Notifications, and Daily Report

The Contractor shall coordinate all submittals and notifications as required by the Langley Air Force Base Housing Office of the scheduled work areas and furnish copies of all submittals and notifications to the Contracting Officer for approval prior to commencing the scheduled work activities. All activities of the Contractor shall be noted in the Daily SECTION 01005 Page 9.IMPROVE HISTORICAL HOUSING, PHASE 2, LANGLEY AFB MUHJ02-0203

Report of operations on the day of the activity.

1.18 HISTORICAL PAVING

Historical concrete paving, including driveways and sidewalks, is identified on the Civil drawings. The Contractor is prohibited from driving on historical paving. The Contractor is prohibited from using historical paving for laydown or storage areas. The historical paving shall not be damaged by the Contractor's operations in any way.

PART 2 PRODUCTS (THIS PART NOT USED)

PART 3 EXECUTION (THIS PART NOT USED)

-- End of Section --

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